

A G E N D A
OCONEE COUNTY COUNCIL MEETING
TUESDAY, DECEMBER 4, 2001
7:00 PM
OCONEE COUNTY ADMINISTRATIVE OFFICES
415 SOUTH PINE STREET
WALHALLA, SC

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Public Hearing to Receive Written and/or Oral Comments Regarding Proposed Ordinance 2001-19, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT AND A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND TYCO HEALTHCARE GROUP L.P. PROVIDING OF A FEE IN LIEU OF TAXES"
5. Consideration of Third & Final Reading of Ordinance 2001-19 (Title Above)
6. Discussion & Possible Action Regarding Letter of Intent for Compact Air – Mrs. Ann Hughes, Supervisor
7. Consideration of Approval of Transfer for Rural Fire in the Amount of \$39,285 – Mr. Dewitt Mize, Rural Fire Marshal
8. Second Reading of Ordinance 2001-20, "AN ORDINANCE TO REGULATE SEXUALLY ORIENTED BUSINESSES WITHIN THE UNINCORPORATED AREAS OF OCONEE COUNTY"
9. Third & Final Reading of Ordinance 2001-15, "OCONEE COUNTY ORDINANCE OF CENTRALIZED PROCUREMENT REGULATIONS"
10. Second Reading of Ordinance 2001-12, "OCONEE COUNTY REDISTRICTING ORDINANCE"
11. Second Reading of Ordinance 2001-22, "AN ORDINANCE TO AMEND ORDINANCE 97-14, OCONEE COUNTY POLICY & PROCEDURE MANUAL, AS AMENDED BY ORDINANCE 2001-11 & 2001-16"
12. Old Business
13. New Business
14. Public Comment Session (Not to exceed thirty minutes)

15. Adjourn

The Oconee County Council will have an administrative briefing thirty minutes prior to each regularly scheduled Council Meeting in the Office of the Council Clerk.

There will be a public hearing Monday, December 3, 2001 at 7:00 PM in Council Chambers, 415 South Pine Street, Wallhalla, SC for the purpose of receiving written and/or oral comments regarding the disposition of the Rock Building.

The Oconee County Law Enforcement, Safety, Health, Welfare & Services Committee will meet Tuesday, December 4, 2001 at 4:00 PM in Council Chambers for the purpose of continuing discussions regarding the proposed 911 ordinance.

The Oconee County Roads & Transportation Committee will meet Tuesday, December 4, 2001 at 5:00 PM in Council Chambers, 415 South Pine Street, Wallhalla, SC for the purpose of discussing several roadway issues.

The Oconee County Personnel & Intergovernmental Committee will meet Tuesday, December 4, 2001 at 6:30 PM in Council Chambers, 415 South Pine Street, Wallhalla, SC for the purpose of discussing personnel matters.

The Oconee County Educational Task Force Committee will meet in Monday, December 10, 2001 at 4:00 PM in Council Chambers, 415 South Pine Street, Wallhalla, SC.

The Oconee County Infrastructure Task Force Committee will meet Tuesday, December 11, 2001 at 3:00 PM at the Oconee County Sewer Facility, 623 Return Church Road, Seneca, SC.

MEMBERS, OCONEE COUNTY COUNCIL

Vacant, District I Mr. Kenneth F. Johns, Jr., District II
Mr. Harry R. Hamilton, District III Mr. Marion E. Lyles, District IV
Mr. H. Frank Ables, Jr., District V

MINUTES, OCONEE COUNTY COUNCIL MEETING

The Oconee County Council met Tuesday, December 4, 2001 at 7:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC with all Council Members and the County Attorney present.

Press:

Members of the press notified (by mail): Keowee Courier, Westminster News, Anderson Independent, WGOG Radio, WPEK Radio & Daily Journal.

Members of the press present: Dick Mangrum – WGOG Radio, Dave Williams – Anderson Independent, Ashton Hester – Keowee Courier & Amanda Rylander – Daily Journal.

Call to Order:

In the absence of Supervisor Chair Hughes, Mr. Ables, Vice Chair called the meeting to order.

Invocation:

Mr. Hamilton gave the invocation.

Minutes:

Mr. Hamilton made a motion, seconded by Mr. Johns, approved 4 – 0 that the minutes November 20, 2001 meeting be adopted as printed.

Presentation of Picture:

Mr. Jim Rogers & Mr. Steve West of Duke Energy presented a picture in Oconee County to be displayed in the Economic Development Office.

Public Hearing Regarding Ordinance 2001-19:

The first item on the agenda was a public hearing for the purpose of receiving written and/or oral comments regarding Ordinance 2001-19, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT AND A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND TYCO HEALTHCARE GROUP L.P. PROVIDING A FEE IN LIEU OF TAXES".

There was no one present with written and/or oral comments regarding this ordinance.

Mr. Hamilton made a motion, seconded by Mr. Johns, approved 4 – 0 that ordinance 2001-19 (titled above) be adopted on third and final reading.

Executive Session:

Mr. Lyles made a motion, seconded by Mr. Johns, approved 4 – 0 that Council go into executive session for the purpose of discussing a contractual matter.

Open Session:

When open session resumed, Mr. Hamilton made a motion, seconded by Mr. Lyles, approved 4 – 0 that Council approve, in principal, the selling of real property located on Highway 11, Westminster to Compact Automation Products.

Council scheduled a public hearing Thursday, December 27, 2001 at 9:00 AM in Council Chambers to receive written and/or oral comments regarding the sell of this property.

Rural Fire:

Upon request of Mr. Bobby Williams, Chair, Rural Fire Commission, Mr. Lyles made a motion, seconded by Mr. Johns, approved 4 – 0 that the attached Line Item Transfer and/or Revised Request Form in the amount of \$39,285 for Rural Fire be adopted.

Ordinance 2001-20:

Mr. Hamilton made a motion, seconded by Mr. Johns, approved 4 – 0 that Ordinance 2001-20, "AN ORDINANCE TO REGULATE SEXUALLY ORIENTED BUSINESSES WITHIN THE UNINCORPORATED AREAS OF OCONEE COUNTY" be adopted on second reading.

Ordinance 2001-15:

Mr. Lyles made a motion, seconded by Mr. Hamilton, approved 4 – 0 that Ordinance 2001-15, "OCONEE COUNTY ORDINANCE OF CENTRALIZED PROCUREMENT REGULATIONS" be adopted on third and final reading.

Ordinance 2001-12:

Second reading of Ordinance 2001-12, "OCONEE COUNTY REDISTRICTING ORDINANCE" was postponed.

Ordinance 2001-22:

Upon recommendation of the Personnel & Intergovernmental Committee, Council unanimously adopted Ordinance 2001-22, AN ORDINANCE TO AMEND ORDINANCE 97-14, OCONEE COUNTY POLICY & PROCEDURE MANUAL AS AMENDED BY ORDINANCE 2001-11 & 2001-16" on second reading.

Ordinance 2001-06:

Upon recommendation of the Law Enforcement, Safety, Health, Welfare & Services Committee, Council unanimously adopted Ordinance 2001-06, "AN ORDINANCE TO PROVIDE FUNDING FOR THE ENHANCED 911 SYSTEM AS PROVIDED BY THE SOUTH CAROLINA CODE OF PUBLIC LAW, TITLE 23, CHAPTER 47, AMENDED 1991" on third and final reading.

Register of Deeds:

Upon recommendation of the Personnel & Intergovernmental Committee, Council voted unanimously to approve an employee for the Register of Deeds Office with the funds for the salary coming from the Register of Deeds revenue.

Solid Waste Appointee:

Upon recommendation of Mr. Hamilton, Council voted unanimously to appoint Mr. John Vaught to represent District III on the Solid Waste Commission.

Purchasing, Contracting, Real Estate, Building & Grounds Committee:

Mr. Ables assigned the study of the draft plan for the Oconee County Library System to the Purchasing, Contracting, Real Estate, Building & Grounds Committee who scheduled a meeting December 13, 2001 in Council Chambers to discuss the matter.

Sewer Commission Appointee:

Mr. Hamilton made a motion, seconded by Mr. Johns, approved 4 – 0 that Mr. Dewitt Martin be reappointed to represent the City of Seneca on the Sewer Commission.

Local Emergency Management Performance Grant:

Upon request of Mrs. Melissa Brown, Budget/Grants Supervisor, Mr. Johns made a motion, seconded by Mr. Lyles, approved 4 – 0 that the attached Local Emergency Management Performance Grant Application be adopted.

Budget & Finance Committee Meeting:

The Oconee County Budget & Finance Committee scheduled a meeting Thursday, December 13, 2001 immediately following the Purchasing, Contracting, Real Estate, Building & Grounds Committee meeting for the purpose of discussing Governmental Accounting Standards.

Roads & Transportation Committee Recommendation:

Upon recommendation of the Roads & Transportation Committee, Council voted unanimously to authorize \$3,300 in line item 010 601 50870 be used toward the replacement of a mowing tractor that had been involved in an accident.

Workers' Compensation (Contingency):

Mr. Hamilton made a motion, seconded by Mr. Johns, approved 4 - 0 that \$12,303 be taken from contingency to pay the 2000-2001 Worker' Compensation audit. (See attached)

Public Comment Session:

Mr. Brian Seal addressed Council regarding the adult entertainment ordinance.

Mr. B. J. Littleton addressed Council regarding second hand smoke.

Adjourn:

Adjourn: 7:45 PM

Respectfully Submitted:



Opal O. Green
Council Clerk

COUNTY OF OCONEE

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT AND A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND TYCO HEALTHCARE GROUP L.P. PROVIDING FOR PAYMENT OF A FEE IN LIEU OF TAXES.

WHEREAS, Oconee County, South Carolina (the "County") acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the "Act"), to enter into a fee agreement with any industry which identifies certain properties of such industries as economic development property, through which powers the industrial development of the State of South Carolina (the "State") and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and the County and thus to utilize and employ the manpower, products, and natural resources of the State of South Carolina to benefit the general public welfare of the County by providing services, employment, or other public benefits not otherwise provided locally; and

WHEREAS, for the reasons stated previously, the County is also authorized and empowered to provide an infrastructure improvement credit ("IIC") which complies with the terms of 12-44-70 of the Act, allowing the industry to take a credit against fee payments under the Fee Agreement for qualifying infrastructure improvements costs of a project (as defined in the Act) incurred by an industry in the County; and

WHEREAS, Tyco Healthcare Group L.P., a limited partnership organized and existing under the laws of the State of Delaware (referred to hereinafter as the "Company") desires to enter into an Inducement Agreement and a Fee Agreement with the County for the purpose of authorizing a fee in lieu of tax arrangement and IIC with the Company for its investment in machinery and equipment in the County, which is expected to be in excess of \$5,000,000 over five years (the "Project"), all as more fully set forth in the Inducement Agreement and the Fee Agreement attached hereto; and

WHEREAS, the County previously identified the Project by Resolution dated August 21, 2001; and

WHEREAS, the County has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company (the "Fee Agreement") and the form of the Inducement Agreement (the "Inducement Agreement") which include the agreement to provide for a fee-in-lieu of tax and an IIC;

WHEREAS, it appears that the Fee Agreement and Inducement Agreement, which are now before this meeting, are in appropriate form and are appropriate instruments to be executed and delivered by the County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina as follows:

Section 1. In order to promote industry, develop trade, and utilize and employ the manpower, products and natural resources of the State of South Carolina by assisting the Company to locate an industrial facility in the State of South Carolina, the Fee Agreement and the Inducement Agreement are hereby authorized, ratified and approved.

Section 2. It is hereby found, determined, and declared by the County Council, as follows:

- (a) The Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act.
- (b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County and the County has evaluated the Project based upon all criteria prescribed by law and has sought and received the assistance of the Board of Economic Advisers.
- (c) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally.
- (d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.
- (e) The purposes to be accomplished by the Project, (i.e., economic development, creation and retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes.
- (f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.
- (g) The benefits of the Project will be greater than the costs.

Section 3. The form, terms and provisions of the Fee Agreement and Inducement Agreement presented to this meeting are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement and Inducement Agreement were set out in this Ordinance in their entirety. The Supervisor/Chairman of the County Council is hereby authorized, empowered and directed to execute, acknowledge, and deliver the Fee Agreement and Inducement Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement and Inducement Agreement to be delivered to the Company. The Fee Agreement and Inducement Agreement are to be in substantially the form now before this meeting and are hereby approved, with such changes therein as shall be approved by the officials of the County executing the same, with advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement and Inducement Agreement now before this meeting.

Section 4. The Supervisor of the County Council for and on behalf of the County, is hereby authorized and directed to do any and all things necessary to effect the execution and

delivery of the Fee Agreement and Inducement Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement and Inducement Agreement.

Section 5. The provisions of this Ordinance are hereby declared to be severable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Section 7. This Ordinance shall also serve as the inducement resolution referred to in Section 12-44-40(D) of the Act to the extent required by law.

Passed and approved this 4th day of December, 2001.

**OCONEE COUNTY,
SOUTH CAROLINA**

By: _____
Supervisor Chairman, County Council of
Oconee County, South Carolina

ATTEST:

By: _____
Clerk to County Council of
Oconee County, South Carolina

First Reading: October 16, 2001
Second Reading: November 6, 2001
Public Hearing: December 4, 2001
Third Reading: December 4, 2001

of tax payments and special source revenue credit as set forth herein and as described in the FILOT Simplification Act.

Section 1.04. Subject to the provisions of Section 5.01 hereof, the County has given due consideration to all of the proposals and requests of the Company and hereby agrees to:

(a) enter into a fee-in-lieu of taxes ("FILOT") arrangement with the Company under the FILOT Simplification Act at the times and on the terms and conditions hereinafter set forth; and

(b) to grant a 20% credit (the "SSRC") against the fee payments under the FILOT for a period of 10 years for improvement costs (as defined in the FILOT Simplification Act) incurred by the Company.

ARTICLE II UNDERTAKINGS ON THE PART OF THE COMPANY

Section 2.01. The Company agrees, if the Project proceeds:

(a) to acquire by construction and purchase all property, including, but not limited to, the fixtures, real estate improvements, equipment, machinery, and furniture constituting the Project, such Project to represent an investment of at least \$5,000,000, all over the period described in Section 3.01 hereof;

(b) to enter into a fee agreement (as described in the FILOT Simplification Act) in such form and to contain such provisions as shall be satisfactory to the County and the Company with the obligation to pay a fee as provided in Section 3.02(a) hereof;

(c) to maintain the Project and carry all proper insurance with respect thereto to the extent required by law; and

(d) to reimburse the County for all reasonable out-of-pocket expenses to which it might be put in the fulfillment of its obligations under this Agreement and in the implementation

of its terms and provisions, including the County's reasonable attorney's fees up to three thousand five hundred dollars (\$3,500); provided however, that the Company and the County shall have agreed, prior to the County incurring such expenses, as to the maximum amount thereof or as to the basis for which such expenses will be incurred and that the County furnishes to the Company an itemized statement of all expenses incurred; and

(e) to perform such further acts and adopt such further proceedings as may be required to implement its undertakings.

ARTICLE III FEE IN LIEU OF TAXES

Section 3.01. The County agrees that the provisions of the PILOT Simplification Act shall apply to the total costs of the Project as determined by the Company and the determination of the costs associated with the Project shall be included for the purpose of meeting the minimum level of investment for the Project. All capital expenditures of the Company during the applicable investment period shall qualify, including those in excess of the estimated \$5,000,000 investment.

Section 3.02. The County agrees that from and after the date that any part of the Project is placed in service, the Company may make PILOT payments (the "Fee") with respect to each of such parts as follows:

(i) subject to the provisions of Section 3.03 hereof, the Fee on each part shall be calculated on the basis of an assessment ratio of six percent (6%) for the entire Project and the entire term of the Fee;

(ii) the fair market value of the property shall be as calculated in the PILOT Simplification Act;

(iii) the Fee on each part shall be payable in annual installments on the due date which would otherwise be applicable for *ad valorem* property taxes

for each part of the Project, with the first installment for each part of the Project being due on the date when, but for this Agreement, property taxes would have been paid with respect to the part of the Project;

(iv) the millage rate on each part shall be fixed at 196 mills; and

(v) subject to the provisions of Section 3.03 hereof, the Fee shall be available for twenty (20) years for each part of the Project should the Project be put into service in more than one (1) year. The County and the Company agree, that at least twenty (20) fee in lieu of tax payments will be made with respect to each part of the Project with the six percent (6%) assessment ratio and the millage rate provided herein (subject to Section 3.03 below).

Section 3.03. If the Company fails to meet a minimum level of investment of \$5,000,000.00 in the time allowed under the FILOT Simplification Act, the Company's FILOT and SSRC arrangement shall terminate and the Company shall pay the County such an amount as determined by the applicable law. This remedy shall be the County's sole remedy for failure to meet any required investment level or any required job creation requirement.

Section 3.04. The County agrees that the Company may remove property from the fee agreement and dispose of it (as defined in the FILOT Simplification Act) with the consequence being the reduction of the Fee, and/or replace such property and make the replacement property subject to the Fee, all as allowed in the FILOT Simplification Act.

Section 3.05. The County and the Company will not enter into a separate Millage Rate Agreement. The terms of Section 3.02 (iv) hereof shall serve as the Millage Rate Agreement.

Section 3.06. The term of any fee agreement will coincide with the maximum term of the negotiated fee pursuant to the FILOT Simplification Act.

ARTICLE IV
TERM

Section 4.01. This Agreement shall be effective on the Commencement Date and shall continue in effect through the conclusion of the twenty-year period after the last part of the Project is placed in service.

ARTICLE V
GENERAL PROVISIONS

Section 5.01. All commitments of the County and the Company hereunder are subject to the conditions that the County and the Company agree on acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof.

Section 5.02. THE PARTIES UNDERSTAND THAT THE COMPANY MAY CHOOSE NOT TO PROCEED WITH THE PROJECT AS HEREIN PROVIDED, IN WHICH EVENT THIS AGREEMENT SHALL BECOME VOID UPON WRITTEN NOTICE BY THE COMPANY TO THE COUNTY AS TO SUCH CHOICE. IN SUCH EVENT, THE COMPANY SHALL ONLY BE LIABLE TO THE COUNTY FOR THE COUNTY'S OUT-OF-POCKET EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES (NOT TO EXCEED \$3,500), INCURRED IN CONNECTION WITH THE NEGOTIATIONS AND IMPLEMENTATION OF THE INCENTIVES DISCUSSED HEREIN.

Section 5.03. Pursuant to the PILOT Simplification Act the Company may assign a part or all of its right or obligations under this Agreement to one or more affiliated entities organized or designated by the Company to own or operate the Project or any part thereof and the County hereby agrees and consents to such assignment(s). All such entities shall be entitled to the full benefits of this Agreement. No other assignments are authorized without the written approval of Deane County, which approval will not be unreasonably withheld.

Section 5.04. The Company and the County may amend or terminate this Agreement from time to time by subsequent mutual written agreement as may be permitted under the PILOT Simplification Act.

Section 5.05. The County agrees to cooperate fully with the Company, and intends to initiate all necessary approving actions on its part, with respect to the fee-in-lieu arrangement contemplated herein, in order that the Company may realize the full benefit of such arrangement.

Section 5.06. The County agrees to cooperate with the Company in sustaining the enforceability of this Agreement.

Section 5.07. In the event and to the extent (but only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any provision or part of a provision of this Agreement. The headings and captions contained in this Agreement are included for convenience only and shall not be considered a part of this Agreement or affect in any manner the construction or interpretation of this Agreement. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were upon the same instrument.

Section 5.08. If either party has to bring an action to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees.

Section 5.09. This Agreement constitutes the entire understanding between the parties regarding the matters set forth herein and therein. No Amendment to this Agreement shall be effective unless reduced to writing, executed by both parties, and approved by appropriate legal process. This Agreement shall be interpreted pursuant to the laws of the State of South Carolina.

IN WITNESS WHEREOF, Oconee County, South Carolina, acting pursuant to an ordinance of its County Council, has caused its name to be hereunto subscribed, and Tyce

Healthcare Group L.P. has caused its name to be subscribed hereto, each by their duly authorized officers, as of the Commencement Date.

[SIGNATURE PAGE FOLLOWS]

OCONEE COUNTY,
SOUTH CAROLINA

By: _____
Supervisor/Chairman of County Council,
Oconee County, South Carolina

ATTEST:

By: _____
Clerk to County Council,
Oconee County, South Carolina

TYCO HEALTHCARE GROUP L.P.

By: _____

Its: _____



FEE AGREEMENT

Between

OCONEE COUNTY, SOUTH CAROLINA

and

TYCO HEALTHCARE GROUP L.P.

a Delaware limited partnership

Dated December 4, 2001

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FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of December 4, 2004, by and between OCONEE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council") as the governing body of the County, and TYCO HEALTHCARE GROUP L.P. (the "Company"), a limited partnership duly organized and existing under the laws of the State of Delaware.

RECITALS

1. The County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act") (i) to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property, (ii) to induce industries to locate in the State, and (iii) to encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State.

2. Pursuant to the Act, the County finds that: (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes, and (d) the benefits of the Project to the public are greater than the costs to the public.

3. The County Council has evaluated the Project based on all relevant criteria that include, but are not limited to, the purposes to be accomplished by the Project, the anticipated

dollar amount and nature of the investment to be made, and the anticipated costs and benefits to the County.

4. Pursuant to an Inducement Agreement dated December 4, 2001 (the "Inducement Agreement") between the County and the Company, the County agreed to provide certain incentives to the Company provided the Company invests at least \$5,000,000 in the County through the expansion of buildings and/or the acquisition of personal property, including, but not limited to, machinery, equipment, and furniture to be installed in the existing facility which, when completed, constitutes a project within the meaning of the Act.

Pursuant to an Ordinance adopted on December 4, 2001 (the "Fee Ordinance"), the County Council authorized the County to enter into a Fee Agreement with the Company which (i) classifies the property comprising the Project as Economic Development Property under the Act as further described herein; and (ii) grants an Infrastructure Credit to the Company pursuant to the Act as further described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. The terms defined in this Article shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise.

"Act" shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

"Administration Expenses" shall mean the reasonable and necessary expenses incurred by the County with respect to this Agreement, including without limitation reasonable attorney

fees provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

"Commencement Date" shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company enter into this Fee Agreement.

"Company" shall mean Tyco Healthcare Group L.P. a Delaware limited liability partnership.

"County" shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, its successors and assigns, acting by and through the County Council as the governing body of the County.

"County Council" shall mean the Oconee County Council, the governing body of the County.

"Diminution in Value" in respect of the Project or any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Project or such Phase which may be caused by (i) the Company's removal and/or disposal of equipment pursuant to Section 4.7 of this Fee Agreement; (ii) a casualty to the Project or such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement; or (iii) a condemnation of the Project or such Phase of the Project, or any part thereof, described in Section 4.9 of this Fee Agreement.

"Economic Development Property" shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, are subject to the Fee Agreement, and which are identified by the Company in connection with its annual filing of a SCDOR PT-306S or comparable form with the South Carolina Department of Revenue and Taxation (as such filing may be amended from time to time) for each year within the Investment Period.

"Equipment" shall mean all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(h) hereof.

"Event of Default" shall mean any event of default specified in Section 5.1 of this Fee Agreement.

"Exemption Period" shall mean the period beginning on the later of the Commencement Date or the last day of the property tax year in which this Fee Agreement is entered into and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year's investment made during the Investment Period.

"Fee Agreement" shall mean this Fee Agreement.

"Fee Term" shall mean the period from the date of delivery of this Fee Agreement until the Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

"FILOT Revenues" shall mean the total annual fee payments in lieu of taxes which the Company is obligated to pay pursuant hereto.

"Improvements" shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions,

fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the county for the purposes described in Section 2-2(b) hereof.

"Inducement Agreement" shall mean the Inducement Agreement entered into between the County and the Company dated December 4, 2001.

"Infrastructure Costs" shall be those costs incurred by the Company with respect to the Project and as shall constitute "improvement costs" within the meaning of Section 12-44-70(B) of the Act.

"Infrastructure Credit" shall mean the credit against fee payments in lieu of taxes to the County by the Company pursuant to Section 4.2 hereof to offset Infrastructure Costs as authorized by Section 12-44-70 of the Act and in the amounts provided in Section 4.2 hereof.

"Investment Period" shall mean the period commencing sixty (60) days prior to August 21, 2001, and ending on the last day of the fifth property tax year following the earlier of (i) the property tax year in which Economic Development Property is first placed in service (whether the whole Project or the first Phase thereof); or (ii) the end of the property tax year of the Company which is three (3) years from the year in which this Fee Agreement is executed; provided a later date may be agreed to by the Company and the County pursuant to Section 12-44-30(13) of the Act.

"Minimum Investment Requirements" shall mean an investment of at least \$5,000,000 all as calculated and within the limits set forth in the Inducement Agreement.

"Net PILOT Revenues" shall mean PILOT Revenues minus the PILOT Revenue payable to a partner county pursuant to the applicable multi-county industrial park agreement between the County and such partner county.

"Phase" or "Phases" in respect of the Project shall mean that the Equipment, Improvements, if any, and Real Property, if any, of the Project are placed in service during more than one year in the Investment Period and the word "Phase" shall therefore refer to the applicable portion of the Project placed in service in a given year in the Investment Period.

"Project" shall mean any and all of the Equipment, Improvements, and Real Property used or to be used in the County for the purposes described in Section 2.2(b) hereof, together with the costs of the acquisition, construction, installation, design and engineering thereof to the fullest extent permitted by law.

"Real Property" shall mean all real property used or to be used in the County for the purposes described in Section 2.2(b) hereof, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto.

"Removed Components" shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary pursuant to Section 4.7 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion elects to be treated as removed pursuant to Section 4.8(c) or Section 4.9(b)(iii) of this Fee Agreement.

"Replacement Property" shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is

replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

"Termination Date" shall mean in case the entire Project is placed in service in one year, the last day of the property tax year which is the nineteenth (19th) year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the last day of the property tax year which is the nineteenth (19th) year following the first property tax year in which such phase of the Project is placed in service, provided, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date this Fee Agreement is terminated, and provided further that at least twenty (20) fee-in-lieu of tax payments as calculated under 4.1 hereof shall have been made with respect to each phase of the Project.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.02 The term "investment" or "invest" as used herein shall include not only investments made by the Company, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through federal, state or local grants.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or required by law to fulfill its obligations hereunder.

(b) The Project constitutes a "project" within the meaning of the Act.

(c) By due corporate action, the County has agreed that each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.

Section 2.2 Representations of the Company. The Company hereby represents and warrants to the County as follows:

(a) The Company is duly organized and in good standing under the laws of the State of Delaware, is qualified to do business in the State of South Carolina, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the

purpose of manufacturing and production of healthcare products and other related activities, and for such other purposes permitted under the Act as the Company may deem appropriate.

(c) Inasmuch as at present the Company anticipates that the cost of the Project will exceed \$5,000,000, the cost of the Project will exceed the minimum investment required by the Act:

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company has made plans for the acquisition, construction and/or installation of fixtures, machinery and equipment which together comprise the Project and which are anticipated to constitute approximately \$5,000,000 in investment in the County.

Pursuant to the Act and subject to Section 4.3 hereof, the Company and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act and shall therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Agreement to the contrary notwithstanding the Company shall not be obligated to complete the acquisition of the Project. However, if the Company does not meet the Minimum Investment Requirements, this Fee Agreement shall be modified as provided in Section 4.3 hereof.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the acquisition, construction, and installation of the Project to be completed as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Additional Payments. The Company agrees to pay Administration Expenses to the County when and as they shall become due, but in no event later than the date

which is the earlier of any payment date expressly provided for in this Agreement or the date which is forty-five (45) days after receiving written notice from the County accompanied by such supporting documentation as may be necessary to evidence the County's right to receive such payment, specifying the nature of such expense and requesting payment of same. The County agrees that the attorney's fees incurred by the County in connection with the negotiation of this Agreement shall not exceed \$3,500.

Section 3.4 Filing

(a) The Company shall cause a copy of this Agreement, as well as a copy of the completed form P1-443 of the Department, to be filed with the County Auditor, the County Assessor and the Department within thirty (30) days after the date of execution and delivery hereof.

(b) The Company also agrees to provide to the County annually during the Investment Period the amount of investment it has made in the County.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments

(a) Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in

service, as follows: the Company shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the entire Project or, if there are Phases of the Project, with respect to each Phase of the Project, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The amount of such annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1: Determine the fair market value of the Project (or Phase of the Project) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property without regard to depreciation (provided, if Real Property is constructed for the fee or is purchased in an arms length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the South Carolina Department of Revenue will determine fair market value by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. These values shall be determined by taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act.
- Step 2: Apply an assessment ratio of six (6.0%) percent to the fair market value as determined for each year in Step 1 to establish the taxable value of the Project (or each Phase of the Project) in the year it is placed in service and in each of the nineteen years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act.
- Step 3: Use a fixed millage rate equal to 196 mills during the Exemption Period against the assessed value to determine the amount of the payments in lieu of taxes which would be due during the Exemption Period on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended.

(b) In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined.

(c) In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County. If the Project is deemed to be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute Economic Development Property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2 Infrastructure Credit. The County agrees that the Company shall be entitled to an Infrastructure Credit in an annual amount of twenty percent (20%) of the Net FILOT Revenues for the Project (or each Phase thereof, if applicable), to offset the aggregate

Infrastructure Costs as shall have been certified by the Company to the County in an itemized statement. In no event shall the aggregate Infrastructure Credit taken by the Company herewith exceed, at any one time, the aggregate of certified Infrastructure Costs actually incurred by the Company. The Infrastructure Credit shall be taken against the FILOT Revenues each year for the first ten (10) years for the entire Project or, if applicable, for the first ten (10) years of each Phase of the Project. The Infrastructure Credit shall be applied as a set off against the FILOT Revenues owed for the then current year. The Treasurer of the County shall subtract the Infrastructure Credit from the fee in lieu of tax payment statement sent to the Company for the duration of the Infrastructure Credit. If the Company fails to invest at least \$5,000,000 measured over the Investment Period, the IIC shall be eliminated and the Company shall refund the prior IIC received to the County within three (3) months from the end of the Investment Period, plus interest at the rate provided in Section 12-54-25(D) of the South Carolina Code, or any successor provision. The parties agree that the requirement of \$5,000,000 minimum investment shall be satisfied if this level is reached within the Investment Period. Once reached, there shall be no minimum period during which such investment level must be maintained and other than as provided in Section 4.3 below, there shall be no monetary amounts, penalties or interest due for failure to maintain this level.

Section 4.3 Failure to Achieve Minimum Investment Requirements.

In the event that the cost of completion of the Project has not exceeded \$5,000,000 as required under Section 12-44-30(14) of the Act by the end of the Investment Period, the payment in lieu of *ad valorem* taxes to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of

property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case. In addition to the foregoing, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes that would have been payable to the County with respect to the Project through and including the end of the Investment Period using the calculations described in this Section above, over (ii) the total amount of payments in lieu of *ad valorem* taxes made by the Company with respect to the Project through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to interest as follows as provided in the Act.

Section 4.4 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, or the Company otherwise utilizes Replacement Property, then, pursuant and subject to Section 12-44-611 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property as follows:

- (i) Replacement Property does not have to serve the same function as property it is replacing. Replacement Property is deemed to replace the oldest property subject to the FILOT, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service. Replacement Property qualifies for FILOT treatment as Economic Development Property up to the original income tax basis of Economic Development Property which it is replacing. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property

exceeds the original income tax basis of the property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for the FILOT Agreement. Replacement Property is entitled to the FILOT payment for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the FILOT payment shall be recorded using its income tax basis and the FILOT payment shall be calculated using the millage rate and assessment ratio provided on the original property subject to FILOT payment.

Section 4.5 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty In the event of a Diminution in Value of the Project or any Phase of the Project, the payment in lieu of taxes with regard to the Project or that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Project or that Phase of the Project as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however,* that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the sum necessary to qualify under the Act, (i.e. \$5,000,000) beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall make payments equal to the payments which would be due if the property were not Economic Development Property.

Section 4.6 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law.

Section 4.7 Removal of Equipment. The Company shall be entitled to remove components or Phases of the Project from the Project in its sole discretion with the result that said components or Phases shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act, as amended.

Section 4.8 Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Agreement upon payment in full to the County of all amounts owed hereunder provided, however, in such event, the Company shall only be required to make fee-in-lieu of tax payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered, to the fullest extent permitted by law, substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not

limited to any amounts due by the Company to the County under Section 4.1 hereof. The Company shall only be required to make fee-in-lieu of tax payments after such damage or other casualty occurs to the extent property subject to ad valorem taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(c) Election to Remove. In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 4.3 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement upon payment in full to the County of all amounts owed hereunder as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting, provided, however, in such event, the Company shall only be required to make fee-in-lieu of tax payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Partial Taking. In the event of a partial taking of the Project or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement upon payment in full to the County of all amounts owed hereunder, provided, however, in such event, the Company shall

only be required to make fee-in-lieu of tax payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of the Project; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.10 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary "state of the art" manufacturing equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company's operations would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County's police powers, or as otherwise required herein, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project, or any property associated therewith; *provided, however,* that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State

law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project, or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information or conduct or review the results of any inspections.

Section 4.11 Assignment. With the prior written consent of the County (unless such consent is expressly not required pursuant to Section 12-44-120 of the Act or any successor provision), this Fee Agreement may be assigned in whole or in part by the Company.

ARTICLE V

DEFAULT

Section 5.1 Events of Default. The following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with references to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make the payments in lieu of taxes described in Section 4.1 hereof, or failure by the Company to make the payment of any other amounts payable under this Agreement to the County, *provided, however*, that the Company shall be entitled to a written notice of such default of the payment of the other amounts payable hereunder and a 30-day cure period, and the Company shall further be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of thirty (30) days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is

diligently pursuing such action until the default is corrected, in which case the thirty (30) day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 5.2 Remedies on Default

(a) Whenever any Event of Default by the Company shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (1) terminate the Fee Agreement; or
- (2) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder. In no event shall the Company be liable to the County or any third party or otherwise for monetary damages resulting from the Company's failure to meet the Minimum Investment Requirements.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company may take one or more of the following actions:

- (1) bring an action for specific enforcement; or
- (2) terminate the Fee Agreement; or
- (3) withhold so much of the payment as is in dispute with the County until such dispute is fully and finally resolved; or
- (4) bring such other action as it deems necessary or appropriate.

Section 5.3 Delays No Waiver. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 5.4 Reimbursement of Legal Fees and Expenses Upon the occurrence of an Event of Default hereunder, should a party employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the other party contained herein, such other party will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the other party.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Notices Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

Tyco Healthcare Group L.P.
Attn: Ms. Patricia L. O'Rourke
The Kendall Company
Manager - State Taxes
15 Hampshire Street
Mansfield, MA 02048

With a copy to:

Attn: Mr. Gary L. Johnson
Tyco Health Group, L.P.
1448 Blue Ridge Blvd.
Seneca, SC 29679

Georgetown County, South Carolina
Attn: County Supervisor
415 South Pine Street
Walhalla, South Carolina 29691-2145

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 6.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 6.7 Further Assurance. From time to time the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

Section 6.8 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate

the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the strongest inducement possible to locate the Project in the County.

Section 6.9 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of god, any and other cause, similar or dissimilar, beyond the Company's reasonable control.

Section 6.10 Termination by Company. The Company is authorized to terminate this Fee Agreement at any time upon providing the County with 30 days' notice; *provided, however,* that any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto shall survive such termination.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Supervisor/Chairman and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

[Remainder of Page Intentionally Left Blank]

OCONEE COUNTY,
SOUTH CAROLINA

By: _____

Supervisor/Chairman of County Council
Oconee County, South Carolina

ATTEST:

Opal O. Green, Clerk to County Council
Oconee County, South Carolina

TYCO HEALTHCARE GROUP L.P.

By: _____

(Its: _____)

LINE ITEM TRANSFER AND/OR DEVIATION REQUEST FORM

2001-2002

RURAL FIRE CONTROL

10-25-01

010-102-50870 Capital Expenditures Vehicles 99,284.90

THIS LINE ITEM (PLEASE FOR ITEMS) IS RETRAID AND NOT TO BE RE-CLASSIFIED FOR...
 THIS ITEM (PLEASE FOR ITEMS) HAS AN EXCESS OF 253.00.
 REASON: For safety reasons it should be replaced. Maintenance for safety
 requests has money to be used for this purpose instead of for a service
 truck as originally budgeted for.

DOES THIS ITEM (PLEASE FOR ITEMS) CROSS THE BUDGET CATEGORY? YES NO

010-102-50870 Capital Expenditures Vehicles 99,284.90

WAS THE EXCESS PLANS IN THIS ACCOUNT WHAT YOU WOULD HAVE BE WITHIN THE BUDGET APPROVED BUDGET FOR BUDGET PURPOSES?
 Funds were reallocated for a service truck for approximately \$10,000.00
 Sufficient to purchase a service truck as a truck with cost
 approximately \$10,000.00

Approved by Ray 10/14/01

APPROVED

DELETED

APPROVED

REASON: Ray R. England, Superintendent

REASON: Ray R. England, Superintendent

APPROVED

REASON: Ray R. England, Superintendent

REASON: Ray R. England, Superintendent

OCONEE COUNTY COUNCIL

ORDINANCE NO. 2001-15

AN ORDINANCE TO ESTABLISH CENTRALIZED PROCUREMENT REGULATIONS
AND REPLACING ORDINANCE NO. 85-12

Section 1. Purpose.

The purpose of this ordinance is to secure for the County taxpayers the advantages and economies which will result from centralized control over the expenditures of County funds for supplies, materials, equipment and contractual services, by the application of modern, business-like methods for such expenditures, and from better utilization of the articles procured at public expense. This ordinance is to implement S.C. Code § 4-9-160.1, by which County Council is to provide for a centralized procurement system.

Section 2. Definitions.

As used in this ordinance:

Agency and using agency means any of the departments, offices, or other organization units of the County government, and any special district whose affairs and funds are under the supervision and control of the County Council and for which the County is ex-officio the governing body.

Bidders list means a current file of sources of supply of articles for each category of commodities repetitively purchased for County use.

Contractual services means any and all telephone, gas, water, electric light and power services; towel, uniforms and cleaning service; the rental of equipment and machinery; and all other types of agreements under which the contractor provides services which are required by the County government but not furnished by its own employees; provided, however, that "contractual services" shall not include legal advertising, and purchases of space for legal advertising shall not be subject to the provisions of this ordinance.

Irresponsible bidder means a bidder or prospective bidder who fails to furnish, upon written request, proof of his financial resources, production or service facilities, service reputation, who has, as a vendor or contractor with the County, repeatedly made slow or unsatisfactory deliveries; or who has violated, or attempted to violate the provisions of this ordinance.

Personal services mean the service of architects, engineers, consultants, or other individuals or organizations possessing a high degree of technical skill.

Responsible bid means an offer submitted by a responsible bidder in ink or typewritten form, to furnish supplies, materials, equipment or contractual services in conformity with the specifications, delivery terms and conditions, and other requirements included in the invitation for bids.

Responsible bidder means a bidder who submits a responsible bid; who has furnished, when requested, information and data to prove that his financial resources, production or service facilities, service reputation and experience are adequate to make satisfactory delivery of the supplies, materials, equipment or contractual service on which he bids; and who has not violated, or attempted to violate, any provisions of this ordinance.

Supplies, materials and equipment mean any and all articles or things which shall be furnished to or used by any agency, including any and all printing, binding, or publication of stationery, forms, laws, journals and reports.

Section 3. Powers and duties of County Procurement Director.

The County Procurement Director shall, subject to the provisions of this ordinance and applicable provisions of state law:

- A. Purchase all supplies, materials, equipment and contractual services required by the agencies in accordance with the procurement regulations, which regulations have been approved by County Council pursuant to Section 4 of this Ordinance.
- B. Purchase all supplies, materials, equipment and contractual services required by the agencies in amounts or estimated amounts of fifteen thousand dollars (\$15,000.00) or less; and submit to the County Supervisor for award, and thereafter execute contracts for all purchases of supplies, materials, equipment and contractual services in amounts or estimated amounts greater than fifteen thousand dollars (\$15,000.00) and less than twenty five thousand dollars (\$25,000.00); and submit to County Council for award and thereafter execute contracts for all purchases of supplies, materials, equipment and contractual services in amounts or estimated amounts in excess of twenty five thousand dollars (\$25,000.00). In order to procure supplies, materials, equipment and services in such a manner as to promote competition while considering the administrative cost of such procurements, the following methods of source selections are described:
 - (1) **Informal Purchases.** Items can be procured on an informal basis addressing competition as follows:
 - (a) Routine Small Purchase Order (RSPOs) books shall be prenumbered and issued by the County Procurement Director to properly authorized officials, for use in securing delivery of miscellaneous hardware, repair parts and miscellaneous operational items when the need arises. The use of such orders shall be limited to purchases in amounts not to exceed five hundred

dollars (\$500.00). It is the using agency's responsibility to assure there are sufficient funds available in the corresponding line item to cover all RSPD expenditures. All order books and all order blanks shall be properly accounted for by the official to whom they have been issued.

- (b) The County Vehicle Maintenance Facility is authorized to purchase items up to five hundred (\$500.00) dollars using Parts Purchase Orders (PPO), which shall be pre-numbered and issued by the Vehicle Maintenance Superintendent or his/her designee. PPO's shall be used only for securing parts for vehicles, tires, tubes, oil, grease, antifreeze, etc. from the inventory accounts and then charged out to the vehicle via a Work Order.
 - (c) Purchases over \$500.00 but not exceeding \$1,500.00 require no competition, if price is fair and reasonable, which shall be determined by the Procurement Office.
 - (d) Purchases of \$1,501.00 to \$5,000.00 require solicitation of three verbal or written bids.
 - (e) Purchases of \$5,001.00 to \$15,000.00 require solicitation of three written bids.
- (2) **Competitive Sealed Bidding.** Procurements above \$15,000.00 shall be based upon formal bid requirements for which bid specifications can be developed to assure adequate competition. An award shall be made to the lowest responsive and responsible bidder.
 - (3) **Competitive Sealed Proposals.** Procurements can be made by competitive sealed proposals that are highly technical, complex in nature and do not lend themselves to formal competitive sealed bidding. Competitive sealed proposals shall be used in accordance with Section 18. An award shall be made to the offeror whose proposal is considered to be most advantageous to the County.
 - (4) **Sole Source Procurements.** A procurement can be made from a sole source without competition based upon a written determination that there is only one source for the required supply, service or equipment; or in the case of repairs or replacement parts that the sole source is the authorized dealer for such repairs or replacements.
- C. Negotiate contracts for personal services and submit them for approval and award as provided in subparagraphs (1) through (4) of this section;
 - D. Use standard specifications wherever they are applicable to purchase orders and contracts; and insure compliance with such specifications through adequate inspection of deliveries;

- E. Transfer between agencies supplies, materials and equipment which are no longer needed by a holding agency but which can be used by the receiving agency;
- F. Exchange, trade in or sell those supplies, materials and equipment which are surplus, obsolete or unused and which are found by the County Supervisor not to be required for public use;
- G. Develop, with the approval of the County Attorney as to legal sufficiency, standard forms and conditions of invitations to bid and purchase orders and contracts; develop, and prescribe the use by agencies of other forms required in carrying out the provisions of this ordinance; and amend or eliminate any such forms;
- H. Upon request of County Council, and subject to its approval of each transaction, perform all delegable functions in connection with acquisition and disposal of real property;
- I. Purchase, or perform other supply functions prescribed in this ordinance, when requested to do so by special districts, or other governmental units of the County whose affairs and funds are exempt from the supervision and control of County Council;
- J. Ensure procurement information is public record to the extent required by Chapter 3 of Title 30 (the Freedom of Information Act), South Carolina Code of Laws, 1976, with the exception that commercial or financial information obtained in response to a request for proposals which is privileged and confidential need not be disclosed;
- K. Where a procurement involves the expenditure of federal assistance or contract funds, the Procurement Director shall comply with such federal law and authorized regulations which are mandatorily applicable and which are not presently reflected in the ordinance;
- L. Ensure the provisions of Chapter 13 of Title 8 (State Ethics Act), South Carolina Code of Laws, 1976, are complied with in all actions involving the procurement of supplies, services or construction for the County;
- M. Report any collusion or other anti-competitive practices suspected among any bidders or offerors to the State Attorney General;
- N. Promulgate regulations concerning vendor or contractor complaints or grievances. The regulations shall provide for a complete and unbiased hearing of vendor complaints and grievances within a reasonable time period. Complaints and grievances that are not resolved satisfactorily by the Procurement Director may be reviewed by the County Supervisor or by a person or persons designated by the County Supervisor; and
- O. Promulgate regulations concerning debarment or suspension of vendors. The decision to debar or suspend shall not be made without allowing the vendor reasonable opportunity to

present information concerning the debarment or suspension to the Procurement Director and/or the County Supervisor.

P. It shall be the responsibility of the County Procurement Director:

- (1) To reduce, to the maximum extent possible, the number of purchase transactions by combining into bulk orders and contracts the requirements of agencies for common-use items or items repetitively purchased; and
- (2) To develop and use those types of contracts and purchase orders which will reduce to the minimum the accompanying paper work and which, in other respect, will be most advantageous to the County; and
- (3) To the greatest extent possible, to make full utilization of the procurement services provided by the Division of General Services of the state.

Q. In carrying out the provision of paragraph P of this section, the County Procurement Director is authorized to prescribe in the procedural regulations adopted pursuant to Section 4 of this ordinance the use of various types of contracts and orders, including, but not limited to, the following:

- (1) Definite-quantity contracts, whereby the contractor agrees to furnish a specified quantity of supplies, materials or equipment at a specified time.
- (2) Indefinite-quantity contracts, whereby the County agrees to obtain from the contractor all its requirements for specified supplies, materials or equipment in an estimated but indeterminate amount during a prescribed period of time at a definite unit price or at a specified discount from list or posted prices.
- (3) Price agreements, whereby the contractor agrees to supply the County requirements for items, such as replacement parts for different makes of mechanical or automotive equipment during a prescribed period of time and within a designated geographical area of the County at a definite unit price or at a specified discount from list or posted prices.

Section 4. Procedural regulations.

(a) The County Procurement Director is hereby authorized to prepare procedural regulations to amplify the provisions of this ordinance, to submit such regulations and amendments thereof to the County Council for approval, to promulgate and enforce compliance with such regulations, including, but not limited to:

- (1) The procedure for making purchases pursuant to the regulations as approved by

County Council;

- (2) The procedure for handling bids, including their custody and safeguarding; opening and tabulation; rejection and re-advertising; and the procedure for determining the lowest responsible bidder;
 - (3) The procedure for securing from bidders and prospective bidders the data necessary to determine whether or not they are responsible;
 - (4) The procedure for inspection of deliveries of supplies, materials, equipment and contractual services;
 - (5) The procedure for reporting receipt of deliveries of supplies, materials, equipment and contractual services;
 - (6) The procedure for submitting requisitions for the supplies, materials, equipment and contractual services required by the using agencies;
 - (7) The procedure for making emergency purchases;
 - (8) The procedure for making open market purchases and sale of surplus property;
 - (9) Such matters as may be necessary to give effect to provisions of this ordinance and any amendments thereto.
- (b) A copy of such regulations shall be available in the County Procurement Director's office and shall be open to public inspection during regular business hours.
- (c) If at any time, there is a conflict between this Ordinance and the Procurement Regulations, the provisions of this Ordinance will control.

Section 5. Exemptions from centralized procurement.

With the approval of the County Supervisor, the County Procurement Director may, and where legally required to do so, shall authorize, in writing, any agency or department to purchase or contract for certain specified classes of supplies, materials, equipment, or contractual services, independently of the County Procurement Director's office; but such purchases or contracts shall be made in conformity with the applicable provisions of this ordinance. The County Procurement Director may also rescind such authorization to purchase independently, by written notice to the agency or agencies concerned unless otherwise prohibited by law.

Section 6. Emergency purchases.

- (a) Emergency procurements shall be permitted only when there exists an immediate threat to public health, welfare, critical economy and efficiency, or safety under emergency conditions; a breakdown in machinery or an essential service occurs; or when unforeseen circumstances arise, including delays by contractors; delays in transportation and unanticipated volume of work; and provided that such emergency procurements shall be made with as much competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.
- (b) If an emergency occurs during regular business hours, the head or designee of the using agency shall immediately notify the Procurement Director, or his/her designee, who shall either make the purchase or authorize the using agency to do so. If the Procurement Director, or his/her designee, is unavailable, the head of the using agency shall notify the County Supervisor before making the purchase. If an emergency occurs at times other than regular business hours, the using agency may purchase directly the commodity or commodities required. If the estimated cost of the emergency purchase exceeds fifteen hundred dollars (\$1,500.00), the head of such agency shall, whenever possible, secure competitive telephone bids and order delivery to be made by the lowest responsible bidder. On every emergency purchase made, the agency head shall, not later than the next business day thereafter, submit to the Procurement Director a requisition, a tabulation of bids received, if any, a delivery receipt and a written explanation of the circumstances of the emergency. The record of such emergency transactions shall be open to public inspection during regular business hours.

Section 7. Requisitions and estimates of future requirements.

- (a) All agencies shall submit to the County Procurement Director requisitions for the supplies, materials, equipment and contractual services as required for their operations and for the purposes and within the limits of funds appropriated therefor. The County Procurement Director, after reviewing any such prices, may require from the head of the requesting agency a justification of the quantity or quality requisitioned.
- (b) All agencies shall also file with the County Procurement Director estimates of their requirements for supplies, materials, equipment and contractual services in such form, at such time, and for such future periods, as the County Procurement Director shall prescribe.

Section 8. Contract purchases.

- (a) All purchases of, and contracts for supplies, materials, equipment and contractual services, shall be based, wherever possible, on competitive bids. If the amount of the expenditure for a contractual service or for a commodity, or for a class of commodities normally obtainable from the same sources of supply, is estimated to exceed fifteen thousand dollars

(\$15,000.00); contract bids shall be solicited by public notice and written purchase orders/contracts shall be awarded. The method and extent of public notice shall be prescribed by the County Council. All public notices shall include a general description of the commodities or services to be purchased; shall state where contract bids and specifications may be secured; and shall specify the time and place for opening of bids.

- (b) The County Procurement Director shall, in addition, solicit bids from prospective bidders for the class of commodities being purchased as listed on the bidders' list by sending them copies of the newspaper notice or such other notice as will acquaint them with the proposed purchase. All pending purchases shall also, in all cases, be advertised by posting a copy of the bid notice form on a public bulletin board in or adjacent to the office of the County Procurement Director.
- (c) All bids shall be submitted sealed to the County Procurement Director on the official contract bid form, furnished by the County, which will have indicated thereon the class of commodities to be purchased and the established time for opening of bids. When required, each bid shall be accompanied by surety in the form of certified or cashier's check or bid bond in such amount as shall be prescribed in the contract bid form. A tabulation of all bids received, whether accepted or rejected, shall be open for public inspection during regular business hours for a period of not less than thirty (30) calendar days after the bid opening. At this point in the process, the County Procurement Director may:
 - (1) Reject any and all bids for any or all commodities or contractual services included in the bid form and may readvertise for bids when the public interest will be served thereby, but will report such action and the reasons therefor to the County Supervisor;
 - (2) If all bids received are for the same total amount or unit price, the County Procurement Director may recommend award of the contract to one of the tie bidders based on the following:
 - a) Availability or completion period;
 - b) Service availability or facility;
 - c) Previous vendor record;
 - d) If all factors listed above are equal, preference may be given to the vendor whose principle place of business is located in Oconee County or is closest to Oconee County;
 - e) If all factors listed above are equal, the Procurement Director may ask only the tie bidders to re-submit another bid, or may

determine to break the tie by drawing lots or flipping a coin.

- (3) Otherwise, the contract shall be awarded by the County Supervisor up to twenty-five thousand (\$25,000.00) dollars and by County Council on all contracts in excess of twenty-five thousand (\$25,000.00) dollars, to the lowest responsible bidder, unless a specific finding of fact is made that it is in the best interests of Oconee County to take a higher bid.
 - (4) In determining the lowest responsible bidder, the County Procurement Director and the County Supervisor shall take into consideration the quality offered and its conformity with the specifications, the delivery and discount terms and conditions of the bid, the service reputation of the bidder, and other information and data required to prove the bidder's responsibility.
- (d) It shall be the duty of the County Procurement Director to discourage uniform bidding by every possible means and to endeavor to obtain as full and open competition as possible on all purchases. Accordingly, the County Procurement Director shall require each bidder to accompany his bid with a statement made under oath that he has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of such statement shall render void the bid of such bidders. Any disclosure to, or acquisition by, a competitive bidder, in advance of the opening of the bids, of the terms and conditions of the bid submitted by another competitor shall render the proceedings void and shall require re-advertising for bids.
 - (e) Unless otherwise agreed upon by the County, if the successful bidder does not enter into a contract within ten (10) days after mailing of notice of award of contract, he shall forfeit in cash an amount equivalent to the amount of any surety which accompanied his bid, unless the County is responsible for the delay. The contractor shall also be held liable for any cost in excess of his/her bid price which the County incurs in procurement of the commodities or services elsewhere, including Attorney's fees incurred by the County in enforcing this provision of the Ordinance.
 - (f) When required, the successful bidder shall furnish surety in the form of a certified or cashier's check or bond for the faithful performance of the contract in the amount specified in the contract bid form.
 - (g) Bidders who regularly do business with the County may, if approved by the County Procurement Director, be permitted to file with the County Procurement Office an annual bid bond and an annual performance bond in an amount established by the County Procurement Director. Such annual bonds may be acceptable as surety in lieu of the furnishing of surety with each individual transaction.
 - (h) All contract bid forms and all contracts shall be approved by the County Attorney as to form.

and legality. Following such approval, all contracts shall be signed on behalf of the County by the County Procurement Director. Contracts shall be maintained in the Procurement Office.

Section 9. Open market purchases.

- (a) If the amount of the expenditure for a contractual service or for a class of commodities normally obtainable from the same sources of supply, is estimated to be less than fifteen thousand dollars (\$15,000.00), it shall be an open market transaction and shall not be subject to the sealed bid requirements of Section 8 of this ordinance.
- (b) The Procurement Director may solicit bids by direct mail requests to prospective bidders for the class of commodities being purchased as listed on the bidder's list, or bids may be solicited by telephone, facsimile, or via the County's web site. No competition is required for purchases not exceeding \$1,500.00 if price is fair and reasonable. Purchases \$1,501.00 to \$5,000.00 require solicitation of three verbal or written bids. Purchases \$5,001.00 to \$15,000.00 require solicitation of three written bids.
- (c) The County Procurement Director shall make a tabulation or other record of all written and telephone bids and such records shall be open to public inspection during regular business hours for at least thirty (30) days after the date of the bid opening or telephone transaction.
- (d) All open market purchases shall be awarded to the lowest responsive/responsible bidder.

Section 10. Purchase of patented or proprietary articles.

- (a) When the County requires supplies, materials or equipment which are produced by only one manufacturer, the County Procurement Director shall specify such manufacturer's make or brand in the invitations to bid and shall obtain competitive bids from authorized dealers or distributors of such manufacturer. If such manufacturer is the sole bidder and sole source of supply, or the manufacturer has territorial authorized dealers, the County Procurement Director is authorized to negotiate an open market order or contract with the manufacturer or authorized dealer at prices and on terms most advantageous to the County.
- (b) When the County requires supplies, materials or equipment which are patented or proprietary and which are obtainable in two (2) or more equally satisfactory and competitive makes, brands, or types, the County Procurement Director shall list such acceptable and competitive makes, brands, or types in the invitations to bid. Such lists shall also include the phrase "or equal" to permit bidders to bid on alternate or additional makes, brands or types. It shall be incumbent on each such bidder to prove to the satisfaction of the County that the alternate or additional make, brand or type which he offers is equal in quality or performance to those listed in the invitation to bid.

- (c) When the County requires supplies, materials or equipment which are patented or proprietary and are not obtainable in other competitive makes or brands, it is appropriate to use a proprietary specification when the desired product must be compatible with or is an integral component of existing equipment or products, or when prequalification of products is necessary to support a specific need of a program; or is covered by a patent or copyright; or must yield absolute continuity of results; or is one with which a user has had extensive training and experience, and the use of any other similar piece of equipment would require considerable reorientation and training. Upon solicitation, every effort must be made to obtain full competition among the distributors, which carry the manufacturer's product. The determination for the use of a proprietary specification shall be made by the using agency, in writing, and submitted with the requisition, and it must be included in the procurement file. Final approval of each proprietary specification shall be made by the Procurement Director.

Section 11. Availability of funds.

Except in emergencies as defined in Section 6(a) of this ordinance, no notice of award of contract shall be issued, no contract shall be signed, and no open market purchase order shall be issued, until the Director of Finance, or his/her designee, shall have certified that the unexpended balance in the appropriation or appropriations concerned, is sufficient to defray the amount of such contract or purchase order.

Section 12. Unlawful purchases.

- (a) If any agency purchases or contracts for any supplies, materials, equipment or contractual services contrary to the provisions of this ordinance, such purchase order or contract may be void and of no effect. The head of the agency making such purchase transaction may be personally liable for the amount of such purchase order or contract, and, if already paid for out of County funds, the amount thereof may be recovered in the name of the County in an appropriate action therefor.
- (b) It shall be unlawful for any agency or department to split its requirements for supplies, materials, equipment and contractual services into estimated amounts of less than five hundred (\$500.00) dollars or fifteen thousand (\$15,000) dollars in order to evade the provisions of Section 9 of this ordinance.

Section 13. Personal purchases.

Purchases of supplies or equipment for the personal use of an official, employee of the County, or volunteer shall be made by the County Procurement Director, or by an agency to which he/she has voluntarily given an exemption in accordance with Section 5 of this ordinance, only when the item or items are required parts of a worker's equipment and are necessary to the successful performance of the duties of such County official, employee, or volunteer.

Section 14. Gratuities.

- A. A person, vendor, or contractor may not, directly or indirectly, give, offer, or promise anything of value to a County official, County member, or County employee with the intent to:
- (1) influence the discharge of a County official's, County member's, or County employee's official responsibilities;
 - (2) influence a County official, County member, or County employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
 - (3) induce a County official, County member, or County employee to perform or fail to perform an act in violation of the County official's County member's or County employee's official responsibilities.
- B. A County official, County member, or County employee may not, directly or indirectly, knowingly ask, demand, exact, solicit, seek, accept, assign, receive, or agree to receive anything of value for himself or for another person, vendor, or contractor in return for being:
- (1) influenced in the discharge of his official responsibilities;
 - (2) influenced to commit, aid in committing, collude in, allow fraud, or make an opportunity for the commission of fraud on a governmental entity; or
 - (3) induced to perform or fail to perform an act in violation of his official responsibilities.
- C. A violation of any provision of this section by any County official, County member, or County employee shall be cause for removal or other disciplinary action.
- D. A violation of any provision of this section by any vendor or contractor, or prospective vendor or contractor, shall be cause for declaring such individual or firm to be an irresponsible bidder and for debarring him from bidding, as provided by Section 15 of this ordinance.
- E. This section does not apply to political contributions unless the contributions are conditioned upon the performance or specific actions of the person accepting the contributions nor does it prohibit a parent, grandparent, or other close relative from making a gift to a child, grandchild, or other close relative for love and affection except as otherwise provided.

Section 15. Debarment of irresponsible bidders.

The County Procurement Director may determine and declare a bidder to be irresponsible for the reasons cited in the definition of "irresponsible bidder" in Section 2 and Section 14 of this ordinance; may remove his name from the bidders' list; and may debar him from bidding for a reasonable

period, or not less than one year. Such debarred bidder shall be furnished with a statement of the reasons therefor.

Section 16. Inspection.

- (a) The receiving departments/agencies shall inspect deliveries of supplies, materials and equipment or the furnishing of contractual services to insure their conformance with the specifications set forth in the purchase order or contract.
- (b) Any department/agency that has the necessary facilities and staff for adequate inspection may be authorized and directed by the County Procurement Director, to inspect deliveries made to other agencies.
- (c) The County Procurement Director shall have authority to require chemical and physical tests of samples submitted with bids and samples of deliveries to the extent necessary to determine their quality and conformance with the specifications. For such tests, the County Procurement Director shall have authority to make use of laboratory facilities of any department/agency or to engage the services of any outside laboratory.

Section 17. Surplus, obsolete and waste commodities.

- (a) All agencies shall submit to the County Procurement Director at such times and in such form as he/she shall prescribe reports showing stocks of all supplies, materials, and equipment which are no longer used or which have become obsolete, worn out or scrapped. The County Procurement Director shall have authority to transfer any such commodities which are usable to another or other agencies in lieu of filing requisitions for the purchase of new and additional stock of the same or similar articles.
- (b) The County Procurement Director shall have authority to sell all such supplies, materials and equipment which cannot be used by any agency or which have been found by the County supervisor not to be required for public use; or to exchange or trade-in such articles in part or full payment for new supplies, materials or equipment of a similar nature. Any such sale, exchange or trade-in shall be made in accordance with Section 8 or 9 of this ordinance, or by public auction, whichever is applicable.
- (c) The Oconee County Sheriff's Department shall be responsible for the sale of all confiscated equipment, automobiles, bikes, etc., pursuant to applicable state law. However, upon request of the sheriff's department, the Procurement Director may sell such confiscated property during any auction sale being sponsored by the County.

Section 18. Competitive sealed proposals.

Notwithstanding any other provisions of this ordinance, competitive sealed proposals may be used

in the procurement of goods, services, and construction in the manner provided for herein:

- (a) **Conditions for use.** When the Procurement Director determines that the use of competitive sealed bidding in procurement of particular goods, services, or construction is either not practicable or not advantageous to the County, he/she may utilize the competitive sealed proposals procedure established herein to contract for and procure the particular goods, services, or construction required by the County.
- (b) **Request for proposals.** Proposals shall be solicited from at least three (3) qualified sources, when such sources are reasonably available, through a request for proposals. A "request for proposals" is a written or published solicitation for proposals to provide goods, services, or construction, as described therein. Evaluation factors upon which the proposals will be evaluated for award of the contract shall be stated in the request for proposals. Price shall be one of the evaluation factors but it shall not be the sole basis for award of the contract.
- (c) **Public notice.** Public notice of the request for proposals shall be given at a reasonable time prior to the date set forth therein for the receipt of proposals. Such notice may include utilization of bidders' lists or publication in a newspaper of general circulation in the County.
- (d) **Receipt of proposals.** Proposals shall be opened publicly in the presence of one (1) or more witnesses at the time and place designated in the request for proposals. Only the names of the offerors shall be disclosed at the proposal opening. Contents of the proposals shall not be disclosed during the negotiation process. Proposals shall be open for public inspection after contract award, except that proprietary or confidential information in any proposal that is clearly marked "confidential" by the offeror shall not be disclosed without written consent of the offeror.
- (e) **Evaluation factors.** The request for proposals shall state the relative importance of price and of each other evaluation factor but shall not require numerical weighting of each factor. The evaluation factors shall be examined with respect to each proposal in determining which proposal is most advantageous to the County. There are no restrictions on the kind or number of evaluation factors that may be used, as long as they are stated in the request for proposals and relate to the purpose of the procurement.
- (f) **Negotiation with responsible offerors and revisions to proposals.** Negotiations may be conducted with any offerors submitting a proposal that appears eligible for contract award (based upon the evaluation factors) for the purpose of clarification to assure full understanding of and responsiveness to the requirements of the request for proposals. Offerors shall be accorded fair and equal treatment with respect to opportunity for discussion and revision of proposals. Revisions in proposals may be permitted after their submission and prior to contract award for the purpose of obtaining best and final offers. In conducting negotiations, there must be no disclosure of any information derived from proposals submitted by competing offerors.

- (g) **Award.** Award shall be made to the responsive offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the other evaluation factors set forth in the request for proposals. No other factors or criteria may be used in evaluation and there must be adherence to any weightings, if specified, for each factor in the request for proposals. If the County Council or its designee should determine that none of the proposals are advantageous to the County, the County shall have the absolute right to reject any and all proposals. The contract file shall contain the basis on which the award is made and be sufficient to satisfy external audit.
- (h) **Negotiations after unsuccessful competitive proposals.** When the price of all proposals received pursuant to a request for proposals appears to be unreasonable, or the price of the lowest proposal exceeds available funds as determined by the County Council or its designee, and time or other circumstances do not permit the delay required to resolicit for competitive sealed proposals, a contract may nevertheless be negotiated provided that:
- (1) Each offeror who submitted a proposal under the original solicitation is notified and given reasonable opportunity to negotiate;
 - (2) The negotiated price must be within the limits of available funds as determined by the County Council or its designee.

Section 19. Provisions Applicable to Road Construction Projects Only.

- (a) **Prior Approval of Substitutions:**
- (1) The materials, products and equipment described in the Bid Package establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
 - (2) Bidders may submit a request for approval of a substitution to the County Procurement Office no later than ten (10) business days prior to the date of the Bid Opening. Such requests shall include the name of the material or product for which it is to be substituted and a complete description of the proposed substitution including drawings, specification, performance and test data, and any other information necessary for an evaluation of the proposed substitution. The County Procurement Director's decision of approval or disapproval of a proposed substitution shall be final.
 - (3) If the County Procurement Director does not approve a proposed substitution, the Bidder will be required to base its bid on the materials, products, and equipment described in the Bid Package and Addendum and may not base its bid on the proposed substitution.

- (4) If the County Procurement Director approves a proposed substitution prior to the date of the Bid Opening, the County will issue an Addendum setting forth the approved substitutions.
- (5) The County will issue such Addendum no later than five (5) business days prior to the Bid Opening. Bidders shall not rely upon approvals made in any other manner. All approved substitutions listed in the Addendum shall become a part of the Bid Package and all prospective bidders will be allowed to base their bids on materials, products and equipment listed as approved substitutions.

(b) Bidder Shall Not Qualify Bid

The bidder will not qualify its bid and will not be allowed to list any exceptions or deviations from the requirements set forth in the Bid Package or Addendum (such modifications or deviations will render a bid non-responsive).

(c) Award of Construction Contracts

It is the intent of the County to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bid Package and any Addendum and does not exceed the funds available.

Section 20. Severability.

If any section, phrase, sentence or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 21. Effective date.

This Ordinance shall take effect on December 4, 2001.

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

ORDINANCE 2001-22

TITLE: "THIS ORDINANCE SHALL BE KNOWN AS AN ORDINANCE TO AMEND ORDINANCE 97-14, OCONEE COUNTY POLICY & PROCEDURE MANUAL, AS AMENDED BY ORDINANCE 2001-11 & 2001-16"

WHEREAS, it is the desire of the Oconee County Council to amend Policy 4-1, *Sick Leave Accumulation* of the Oconee County Policy & Procedure Manual to include eligible employees are authorized to accumulate up to a maximum of ninety (90) days of sick leave.



City of Seneca
P.O. Box 4773
225 East North First Street
Seneca, SC 29679
(864) 885-2700

Council Members:

Vicki Allen
William Allgood
Robert Holbrooks
Andy Inabioet
Carlton King
Bobby Laye
Ernest Riley

Mayor Daniel W. Alexander
Mayor Pro Tem Ronnie O'Kelley

November 13, 2001

Mrs. Ann H. Hughes
Oconee Supervisor/Chair Person Oconee County Council
415 S. Pine St.
Walhalla, SC 29691

Dear Ann,

On Monday, November 12, 2001, the Seneca City Council unanimously voted to appoint Mr. Dewitt Martin to serve the next four years (2002 - 2006) on the Oconee County Sewer Commission Committee to represent the City of Seneca.

Your consideration of this matter would be greatly appreciated. If I can assist you in any way, please don't hesitate to contact me.

Sincerely,

Daniel W. Alexander

DWA/mt

Emergency

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR OCONEE COUNTY
ORDINANCE NO. _____

AN ORDINANCE TO PROVIDE FUNDING FOR THE ENHANCED 9-1-1 SYSTEM AS PROVIDED BY THE SOUTH CAROLINA CODE OF PUBLIC LAW, TITLE 23, CHAPTER 47, AMENDED 1991.

WHEREAS, the Oconee County Council desires to provide funding for the Enhanced 911 and a centralized public safety communications center

WHEREAS, the Oconee County Council, pursuant to the provisions of Section 4-9-25 of the South Carolina Code of Laws, 1976, as amended, is empowered to enact ordinances to provide for such funding:

NOW THEREFORE, pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, this ordinance is enacted as necessary and proper for the security, general welfare, convenience of the county or for preserving health, peace, order and to protect the citizens of Oconee County and property located within the boundaries of the county. BE IT ENACTED BY THE COUNTY COUNCIL FOR OCONEE COUNTY:

SECTION I.

- A. It is the desire of the Oconee County Council to shorten the time and to simplify the methods required for a resident of Oconee County to request and to receive emergency aid.
- B. It is the further intent of the Oconee County Council to maintain the Oconee County Emergency 911 Telephone System throughout the legally bounded areas of Oconee County, as provided by the South Carolina Code of Public Law, Chapter 47, as amended (October 1, 1991, 23-47-10 through 23-47-80. And subject to the standards as established by the state budget and control Board statutory authority Chapter 19, dated 1976, Code Section 23-47-39.
- C. It is the further intent of the Oconee County Council to provide funding by which to allow operation, maintenance and enhancements of E-9-1-1 by levying a monthly charge of one dollar (\$1.00) upon each local exchange access facility subscribed by telephone subscribers whose local exchange access lines are in the area served by or which would be served by the E-9-1-1 service and/or system of Oconee County, provided, however that subscribers with multiple lines including all government departments (i.e. county government, state government, etc.) shall pay the subscriber rate up to a maximum of fifty (50) lines per account.

SECTION II. E-9-1-1 Service Fee, Billing and Collection.

- A. The E-9-1-1 Service Fee shall include charges as may be required by the Service Suppliers and agreed upon by Oconee County and such charges for support, planning, operation and current or future enhancements that are required by Oconee County and outlined in South Carolina Code Section 23-47-010 through 80.

- B. A monthly charge shall be levied upon each local exchange access facility subscribed to by telephone subscribers whose local exchange access lines are in the area served by or which would be served by the 911 service and/or system of the jurisdiction of the county as provided for in this ordinance as appropriate, together with a provision providing that such charges shall be one dollar (\$1.00) tax enforceable under South Carolina Code 23-47-50 (B). Said E-9-1-1 Service Fee rate shall include funding for only such expenses and costs as are authorized under provisions of South Carolina Code Section 23-47-40 A, B, and D, as may be approved by Oconee County Council ATTENDANT to the normal adoption of the County's Ordinary and Capital Budgets. Said budget shall clearly delineate the estimated E-9-1-1 Service Fee revenue and the associated expense, and sources of revenue and authorized expenses from sources other than the E-9-1-1 Service Fee, by budget account and line item.
- C. The E-9-1-1 Service Fee shall be uniform and not vary according to the type of local exchange access.
- D. Coin-operated telephones are toll free for 9-1-1 calls, but certain locations, such as detention centers or similar institutions may be denied access to 9-1-1 at the discretion of the Director of Emergency Communications/911. Other coin-operated telephones where it can be clearly justified as not being in the public interest to continue to have access to 9-1-1 may also be denied such access.
- E. The local telephone service supplier shall remit to Oconee County Communications/911 service fee collections within 45 calendar days following the end of the month of collections of such funds and, upon receipt of a monthly bill from its service supplier.
- F. Audit and budget reconciliation shall be conducted annually. The audit shall comply with the requirements of the South Carolina Code Section 23-47-50 E.

SECTION III Accounting and Management

As provided in South Carolina Code Section 23-47-50 C, Oconee County is responsible for the collection of accounts having access to the E-9-1-1 system. The Director of Emergency Communications/911 Operations is responsible within Oconee County for the administration of this Ordinance and South Carolina Code Section 23-47-10 through 80. The implementation of the ordinance is the responsibility of county council through the Building Codes Department and Roads Department.

The County Finance Director shall establish procedures within Oconee County with each service provider known as CLEC (Common Local Exchange Carrier) for example, The Other Phone Company, Inc. and LEC (Local Exchange Carrier) for example, Bell South and shall forward such information to the appropriate authority for collection procedures.

The Director of Communications/911 shall ensure accountability for collections and administration of fees and the proper use of those fees in support of 911 operations. A separate emergency telephone system fund is to be maintained in a separate interest bearing account as per Section 23-47-50 of the South Carolina Code.

SECTION IV. Addressing and Road Names.

- A. ROAD NAMING. All road naming activity shall be jointly coordinated by the Oconee County Building Codes Department and the Oconee County Planning Commission, with the cities of Walhalla, Seneca, Salem, Westminster, West Union (and other incorporated cities or towns). Public Safety is of the highest priority and road names contribute significantly to the efficiency of the emergency response system.
- B. UNNAMED ROADS. This section applies to unnamed roads not included in a subdivision currently under development and roads in a subdivision under development where the developer fails to follow the procedures of section G of the ordinance in a timely manner and the plats along roadways in the subdivision that have been sold. There is no filing fee for roads covered under this section.
1. Three (3) or more Property owners along the concerned road may request a proposed road name of an existing unnamed road through a petition process. Building Codes Department will confirm whether the road is currently unnamed at the request of anyone owning property bordering the respective road. The requestors will provide a sketch, map or drawing showing the relative location of the road requested by Building Codes to support investigation. Building Codes Department will notify relevant owners by regular mail if possible or by hand delivery to the premises/property of these procedures whenever it becomes aware of an unnamed road as defined in this section.
 2. Any owner of property bordering on the road to be named, hereinafter termed Owner, may submit a petition supporting a particular name. The Owner must submit the name to the Building Codes Department staff before coordinating petitions to ensure the suggested road name is in compliance with the Technical Standards for Road Names in section I of this ordinance. Petitions for road names not in compliance will be rejected, and the Owner will have 15 days to file a written appeal of the Building Codes Department rejection with the Planning Department, requesting a hearing with the County Planning Commission. The Planning Commission will consider the appeal at its next regular meeting. The Owner may appeal the decision of the Planning Commission to the County Council at its next regular meeting by filing a written appeal with the County Council Clerk within 15 days of the date the Planning Commission rendered a decision. Appeals to County Council will be conducted as public hearings. Owners who fail to file appeals within the required time frames forfeit all rights to further appeals. Road names approved by Planning Commission must be submitted as soon as possible to the County Council Clerk for coordination of County Council's consideration of final approval.
 - a. Owner must use petition supplied by Building Codes Department and all requested information must be fully complete and accurate. It is the sole responsibility of the applying Owner to ensure the accuracy and completeness of all signers of the petition, and only one signature by one owner of each plat bordering on the road, which is proposed to be named, is permitted. All petitions must be complete and in original ink throughout; signers with incomplete or illegible information will not be counted toward the minimum required to be considered.
 - b. Petitions must be signed in an acceptable manner in accordance with the above requirements by a minimum of ninety percent (90%) of the owners of plats.

which border directly on the respective road. If there are less than ten but more than four plats, the minimum is eighty percent (80%); less than five but more than two, the minimum is sixty percent (60%); two or less, the minimum is one hundred percent (100%).

- c. If the suggested name is in technical compliance and proper petitions with sufficient signatures are received, it will be presented to the Oconee County Planning Commission for approval through the Building Codes Director. If the Planning Commission fails to convene within 45 days of the submission, the submitted road names will be placed on an upcoming County Council meeting agenda as soon as possible for public hearing and consideration, and the Building Codes Department will notify the Owner of Council's decision by regular mail in accordance with its standard procedures.
- d. If no requests and petitions are received for an unnamed road as defined in this section within 60 days of the Building Codes notification to relevant owners (see item "a" directly above), the Building Codes Department will recommend a name for the road to the Oconee County Planning Commission. Upon approval by the Planning Commission, which will be done in conjunction with a public hearing on the matter in this case, residents have fifteen days to request another satisfactory name by appealing the matter as noted item "b" directly above.

C. PRIVATE ROADS: Requests to name private roads encompassed by land belonging to and serving one owner must be submitted to the Building Codes Director in writing by the property owner on record with a plat showing the construction plan or the current location of the road wherever possible, or a detailed sketch of the road and its position relevant to bordering plats and other connecting roads.

1. The procedures will be the same as naming an existing unnamed road, except that no petition is required, and additional requirements are noted below in this section. Private road names must also receive final approval from County Council.
2. Private roads or driveways servicing two or more dwellings or other principal buildings such as commercial businesses with multiple employees must be named.
3. If only one dwelling is serviced by a private road and said dwelling is not visible from the connecting public road, safety factors may warrant a private road name to support the efforts of emergency responders.
4. Private road signs will be installed on the public right of way or easements where the private road connects to the public road.

D. RENAMING RECOMMENDED BY THE PLANNING COMMISSION. In accordance with Section 6-7-110, of the Code of Laws of South Carolina, 1976, as amended, the Planning Commission, following publication of reasonable notice in a newspaper of general circulation in Oconee County, shall recommend to County Council a change in the name of any road, under the following conditions:

1. When there is duplication of names or other conditions, which tend to confuse the traveling public or the delivery of emergency services, mail, orders, or messages. The Building Codes Director or the Director of Emergency Communications shall submit

road name change recommendations of this nature to the Planning Commission, as it deems necessary, with supporting documentation.

2. When it is found that a change may significantly simplify marking or giving of directions to persons seeking to locate addresses.
3. The Planning Commission shall hold a public hearing concerning any proposed road name change.
4. If the road name is changed at the request of any department or agency of Oconee County, the County's expenses for renaming and remarking the road shall be borne by the County.

E. EXISTING ROAD NAME CHANGES. Any existing road name may be changed by petition as noted below, utilizing petition forms provided by Building Codes Department, which must be fully completed and in original ink to be accepted.

1. There is a nonrefundable filing fee of \$500 which must be submitted by the requesting Owner via money order or cashier's check, payable priority and list all owners of the property to the Oconee County Treasurer. Seventy-five percent (75%) of this fee shall be added to the road sign accounts of the Road Department budgeted to aid in maintenance and addition of signs, and twenty-five percent (25%) shall be added to the Building Codes Department special revenue fund budget to offset mailing and computer processing costs associated with maintaining accurate road inventories.
2. The petition shall propose the justification for change, alternate road name(s) by property bordering directly along the respective road.
3. The requesting party has sole responsibility subsequent to receiving the petition to circulate it, have property owners sign it completely and accurately, ensure only one legal owner per plat, sign the petition, and return the originals to Building Codes Department within sixty (60) days from receiving the petition forms. Building Codes Department may grant a one-time extension of thirty days upon receiving a written request from the owner who requested the petitions.
4. A petition will be considered only on the basis of minimum percentages and all requirements noted in section B, item "2", noted herein above.

F. MORTATORIUM ON CHANGES TO EXISTING OFFICIAL ROAD NAMES. Since road name changes impact numerous governmental, businesses, and private operations, no existing official road name shall be subject to change for a period of three years following the effective date of this ordinance, except upon recommendation by Building Codes Department or the Director of Emergency Communications/911 to preclude demonstrated confusion among Public Safety responders.

1. A road name change is involved only when change would differ from the existing name assigned during implementation of E-9-1-1, or officially documented as having been approved by either the Planning Commission or the County Council.

2. A road's official name shall be that which is approved according to approved procedures.
3. After this initial three year moratorium any road renamed may not be renamed for ten years except by recommendation of Building Codes Department for public safety purposes as noted in pertinent section of this ordinance.
4. Neither the initial nor renaming moratorium shall restrict the renaming of roads for public safety purposes recommended by the Building Codes Department in accordance with this ordinance and Building Codes Department procedures which may be developed to implement this ordinance and which may be revised from time to time.

G. SUBDIVISION NEWLY CREATED OR CURRENTLY UNDER DEVELOPMENT.

1. Submit to the Building Codes Department a current plat of the new subdivision complete with all roads and plats to be created not less than thirty (30) days before any subdivided plats will be sold.
2. The Building Codes Department shall review the official road list for possible road names, taking into consideration any written road name request by the developer, and approve the proposed names and/or provide alternatives to the developer within 15 working days of receipt of the developer's information.
3. The developer may appeal Building Codes Department's decision regarding the road names to the Planning Commission by submitting written notification of the appeal and detailed justification via the Tax Assessor's office within seven (7) calendar days of notification by the Building Codes Department. Late appeals will not be heard. Subsequent appeals will be in accordance with Section A of this ordinance. Road names approved by Building Codes Department and appeals will be submitted to the planning Commission for review and approval and then forwarded to County Council for final approval.
4. The procedures of this section apply only in instances where no subdivided plats have been sold and the entire property bordering the proposed and unnamed road(s) is currently held in the name of a single Owner or Entity, or Partners legally bound as a single entity for all purposes regarding the subdivision/development.
5. It is the responsibility of the developer, owner, or owners in partnership to erect road signs with approved names for all roads within the subdivision and for the existing roads where a new intersection is created as a result of the subdivision roads when roads are constructed. These signs and posts must be of equal or better quality than signs being erected by the County at the time. The County will manufacture and install these signs at the request of the developer for a fee of \$150 per signpost, with an additional \$25 fee for each cross sign (the second sign placed on a single post, where applicable), and an additional \$25 fee for PRIVATE sign indicators where applicable. The funds from the manufacture of signs shall be paid to the County Road Department.

H. COUNTY'S INTERNAL ROAD SIGNAGE PROCEDURE.

1. All road names given final approval by the Building Codes Director who shall sign and forward an Authorized Road Name Notification form to the Roads Department.
2. The Roads Department shall manufacture the corresponding road signs and have them installed at their respective locations as indicated on the form.

1. TECHNICAL STANDARDS FOR ROAD NAMES

1. Any road, which is obviously in alignment with an existing, named road or which constitutes an extension of an existing named road shall be given the name of the existing named road wherever possible.
2. Priority in consideration shall be given to:
 - a. Names selected by local residents
 - b. Names that reflect local community interest or landmarks (festivals, churches, lakes, hills, historical incidents, etc.)
 - c. Names that reflect other themes, such as names of trees, flowers, birds, etc.
3. Proper names (e.g. John Smith Rd) are not allowed because of the possibility of promoting disharmony in the community. Proper names shall only be used to reflect historical persons or sites and evidence of historical significance must be provided to and approved by County Council.
4. Names of county roads shall not duplicate or closely approximate existing names of roads located anywhere in the incorporated or unincorporated areas of Oconee County. Names which sound similar (e.g. Beech St and Beach St) are not allowed. New road names differing only in terms of prefixes (e.g. E Main St and W Main St) or in terms of suffixes or thoroughfare designations (e.g. Hampton St and Hampton Ct) are not allowed.
5. The following definitions of thoroughfare designations shall be used as guidelines in naming roads:
 - a. Avenue – a thoroughfare running in an east-west direction (a street runs north-south)
 - b. Boulevard – a thoroughfare with a median or landscaped center island; a parkway
 - c. Circle – a thoroughfare forming a closed loop; one which returns to itself
 - d. Court – a permanently closed off dead-end, usually relatively short, such as a cul-de-sac, and usually with no thoroughfares branching off it; a place
 - e. Drive – a winding thoroughfare, usually relatively long
 - f. Highway – a designated state or federal thoroughfare, such as US routes and SC primary roads; a pike

- g. Lane – a winding dead-end thoroughfare which may have thoroughfares (courts) branching off it
 - h. Loop – a thoroughfare, usually relatively short, each end of which intersects with the same thoroughfare
 - i. Parkway – a scenic route or park-like thoroughfare, which may have a median like a boulevard
 - j. Pike – SC primary-numbered thoroughfare; a highway
 - k. Place – a thoroughfare with relatively heavy traffic volume, which runs in any direction; secondary thoroughfare, usually connecting with primary highways
 - l. Street – a thoroughfare running generally in a north-south direction (an avenue runs east-west)
 - m. Trail – a curvilinear thoroughfare with a rustic connotation
 - n. Way – a relatively minor dead-end thoroughfare; a court or place
6. In the event of a conflict in road names, county staff will use their best judgment to resolve the situation.
7. The provisions of these Technical Standards for Road Names shall apply to the naming of both public and private roads. The naming process is set forth in this Section.

I. GENERAL.

1. The Building Codes Department shall maintain the master list of official road names and the uniform system of naming and addressing all public and private roads in the unincorporated areas of Oconee County, and shall be responsible for forwarding updates on all changes to the Tax Assessor's office. The Tax Assessor's office shall update the appropriate real property records within fifteen working days of notification by the Building Codes Department. Addresses shall be assigned for all principal dwellings and buildings within the unincorporated areas of Oconee County and within certain municipalities.
2. Road sign installations and locations shall be in accordance with the County Road Department and the South Carolina Department of Transportation specifications for road name signs.

K. POSTING OF ADDRESS NUMBERS.

1. When each dwelling or building has been assigned its respective number or numbers, the owner, occupant, or agent shall be required to display the assigned numbers in accordance with the following provisions:

2. Residential numbers must not be less than three (3) inches in height and business numbers must not be less than four (4) inches in height. Numbers shall be made of a durable and clearly visible reflective material, which is in contrasting color to the building (see attached example).
3. Numbers shall be conspicuously placed immediately above, on, or at the side of the proper door of each building so that the number can be seen clearly from the street line. Whenever the building is more than fifty (50) feet from the street line or when the numbers at the door are not clearly visible from the street line, the number must be placed near the walk, driveway, or common entrance to the building, and upon a mailbox, gate post, fence, or other appropriate place so as to be easily read from the street line.

L. ADMINISTRATION OF ADDRESSING.

1. Whenever any principal dwelling or building is erected or located in Onconee County subsequent to the effective date of this ordinance, it will be the duty of the owner or owners to obtain the correct address from the Building Codes Department for the property, and to immediately post the number to the building as provided by this ordinance. No building permit shall be issued for any dwelling or building until the owner has obtained the official address from the Building Codes Department.
2. Final approval of any major structure of any major structure erected, altered, repaired or modified after the effective date of this ordinance shall be withheld until address numbers have been assigned by the Building Codes Department and attached to the structure as outlined in this ordinance.
3. All owners of existing principal buildings and developments shall post the assigned address number in the manner outlined in this ordinance within six (6) months of receipt of the new addresses.

SECTION V Accessibility to Public Roads, Private Roads or Gated Communities.

Any party or parties who place a gate or structure in an area that blocks a public or private road shall insure that Public Safety Personnel have access to all public and private roads and gated communities.

All Public Safety Personnel responding to any call or emergency situation shall have free and unencumbered access through any gates or structures blocking any public or private road and through any gated community. If access is blocked, Public Safety Personnel may create access through any gates or structures without incurring any criminal or civil penalty.

SECTION VI Penalties.

1. Any person who violates any of the provisions of this ordinance shall be guilty of a misdemeanor and shall be subject to a fine not exceeding two hundred (\$200) dollars or to imprisonment for a term not exceeding thirty (30) days. Each day such a violation continues shall constitute a separate offense.

SECTION VII. Severability:

If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby. Base line service fees listed in this ordinance can be amended to reflect current costs with the approval of County Council.

SECTION VIII. Conflicting Ordinance Repealed:

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION IX. Effective Date:

This ordinance shall be enforced from and after ~~December 1, 2001~~ *January 1, 2002. The provisions of Section IV, Subsection K shall take effect on January 1, 2003.*

APPROVED on FIRST READING this _____ day of _____, 2001, by a vote of:

_____ YES

_____ NO

OPAL O. GREEN, CLERK

APPROVED on SECOND READING this _____ day of _____, 2001, by a vote of:

_____ YES

_____ NO

OPAL O. GREEN, CLERK

APPROVED on THIRD READING this _____ day of _____, 2001, by a vote of:

_____ YES

_____ NO

ANN HUGHES
Supervisor-Chairman
Oconee County Council

Attest:

OPAL O. GREEN, CLERK

ATTEST this the _____ day
of _____, 2001.

Ann Hughes
Supervisor-Chairman
Oconee County Council

Opal O. Green
Council Clerk

Reviewed and approved by county attorney prior
to effective date.

Concurred in by County Director of
Emergency Communications/911

Brad Norton

John A. Murray

OCCONEE COUNTY FINANCE DEPARTMENT

MEMORANDUM

TO: Opal Green
CC: Phyllis E. Lombard, Finance Director
Ann H. Hughes, Supervisor-Chair
Melissa Brown, Grant Supervisor
Oconee County Council Members
FROM: Linda Shugart
DATE: December 1, 2001
SUBJECT: FY2002 Local Emergency Management Performance Grant Application

We have attached an application for County Council's review. The Local Emergency Management Performance Grant (LEMPG) program, through the State of South Carolina Military Division, will provide partial reimbursement for salaries and benefits of our Emergency Preparedness Division's personnel. The grant provides up to 50% reimbursement and no local match is required.

Please place the attached item on the May 1, 2001 Oconee County Council meeting agenda. Should you need additional information, please do not hesitate to call me.

The State of South Carolina
Military Department



OFFICE OF THE ADJUTANT GENERAL

MEMORANDUM

STANHOPE S. SPEARS
MAJOR GENERAL
THE ADJUTANT GENERAL

TO: All County Emergency Preparedness Directors/Coordinators

FROM: 
Ron Osborne, Director, SCEPD

DATE: November 16, 2001

SUBJECT: FY 2002 Local Emergency Management Performance Grant Application

Enclosed is your Local Emergency Management Performance Grant application package. As with previous years, the forms, documents and instructions for completing the FY 02 grant package are enclosed. Return one completed application package to SCEPD, attention Carol Reavis, by **December 3, 2001**. *(Don't forget to make a photocopy of the completed signed package for your records before returning to SCEPD.)* Signatures are required on page six (6), Certification, and Attachment A. *Signatures of both the Emergency Preparedness Director/Coordinator and the County Administrator/Manager are required on the Certification form.* An informational copy has been sent to your County Administrator/Manager.

In the event that the December 3, 2001 suspense date cannot be met, a two-week extension may be requested in writing giving the circumstances of the request. Please address these requests to me. Grant funds will be distributed to counties that submit completed packages.

Please note that the County Worksheets have been revised to reflect elements under each of the 13 Emergency Management Functions (EMFs) used as a basis for the Capability Assessment for Readiness (CAR). Federal criteria for the state have been revised using these functions based on FEMA's assertion that a comprehensive emergency management program incorporates all EMFs.

The 13 Emergency Management Functions are:

1. **Laws & Authorities** - the legal authorities for the development, implementation and maintenance of an emergency management program.
2. **Hazard Identification & Risk Assessment** - the identification of the hazards with the greatest potential to affect lives and property and an assessment of likelihood, vulnerability, and magnitude of incidents that could result.
3. **Hazard Mitigation** - a systematic management approach to eliminate hazards or to reduce the effects of hazards.

Emergency Preparedness Division
1100 Fish Hatchery Road
West Columbia, South Carolina 29172
(803) 737-8500 • Fax: (803) 737-8570

RFAS 11/16/01 Form 110

4. **Resource Management** - the availability of critical human and physical resources required in disaster response.
5. **Planning** - the collection, analysis, and use of information and the development, promulgation and maintenance of a comprehensive emergency management plan, action plan, mitigation plan, and administrative plan.
6. **Direction, Control, & Coordination** - the capability to monitor for emergencies and disasters; quickly and accurately assess their magnitude; and direct, control, and coordinate response and recovery.
7. **Communication & Warning** - the ability to alert and warn response organizations and the general public of pending and spontaneous disaster events.
8. **Operations & Procedures** - the implementation of policies, plans and procedures in exercises and disaster events.
9. **Logistics & Facilities** - essential facilities and services that support response and recovery operations.
10. **Training** - assessments, development and implementation of a training/education program for public officials, emergency response personnel, and mitigation personnel.
11. **Exercises, Evaluations, & Corrective Actions** - the evaluation of plans and capabilities based on a program of tests and exercises.
12. **Crisis Communications, Public Education, & Information** - the provision of public education and information to protect lives and minimize property loss; and
13. **Finance & Administration** - financial and administrative procedures in place before, during and after disaster events.

It is not mandatory that all 13 EMPs be included in each fiscal year. Most of these functions are already present in your day-to-day operations and can be applied to many of your routine activities.

Your local emergency management programs forms the basis and strength of the state program, therefore, I ask each of you to reaffirm your commitment to successfully accomplishing the goals that have been set before us during the 2001-2002 year. Your Area Coordinators are here to work with you and if you feel that you need assistance, please let us know.

RCO/66
cc: *County Administrator*
Enclosure: Local EMPG Application Package

LINE ITEM TRANSFER AND/OR REVISION REQUEST FORM

61-02
FISCAL YEAR

Roads - 601
DEPARTMENT NAME

SIGNATURE OF DEPARTMENT DIRECTOR

12-10-01
DATE OF REQUEST

10-601-50870
LINE ITEM ACCOUNT NUMBER

Capital Expenditures-Vehicles & Equipment
LINE ITEM DESCRIPTION

\$1,000.00
AMOUNT TO TRANSFER

EXPLAIN WHY THIS ITEM (OR ITEMS) IS NEEDED AND WHY IT WAS NOT BUDGETED FOR.

To be used with the insurance money to replace the mowing tractor that was wrecked.

WAS THIS ITEM PREVIOUSLY OUT FROM YOUR BUDGET DURING THE BUDGET PROCESS?

YES

NO

LINE ITEM ACCOUNT NUMBER

LINE ITEM DESCRIPTION

AMOUNT TO TRANSFER

WHY ARE THERE EXCESS FUNDS IN THIS ACCOUNT? WHAT ITEM WILL NOT BE NEEDED THAT WAS APPROVED DURING THE BUDGET PROCESS?

APPROVED

SIGNATURE

Ann H. Hughes, Supervisor, Chair

REASON

SIGNATURE

Phyllis E. Lombard, Finance Director

REASON

DENIED

SIGNATURE

Ann H. Hughes, Supervisor, Chair

REASON

SIGNATURE

Phyllis E. Lombard, Finance Director

REASON

Approved by Council 12/14/01 - Dept. O. Evans, Council Clerk

PAGE 1	INVOICE DATE 11/30/2001	INVOICE # SCWCC001037A
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Oconee County
- Attn: Kay Olben

Please Remit and Make Payable To:
South Carolina Counties Workers' Compensation Trust
P.O. Box 8207
Columbia, SC 29202-8207

Insurance Company SCCWCT		Policy Type Self-Funded	
Named Insured Oconee County		Policy # SCWC-OC-037-00	Exp Date 7/1/2001
Transaction Effective 07/01/2000	Transaction Additional 2000-2001 Premium Due Workers' Compensation Audit	Amount \$12,303	
<small>Terms: Premiums are due as of the Transaction Effective Date or upon receipt of this invoice.</small>		TOTAL AMOUNT	\$12,303

REMITTANCE COPY - YELLOW
CUSTOMER COPY - WHITE

SOUTH CAROLINA COUNTIES WORKERS COMPENSATION TRUST

Oconee County
415 South Pine Street
Walaila SC 29691

Member date:

10/01/1997

Contact: Kay Olben
Telephone: 864-638-4240

Prep. Date 11/15/2001

2000-2001 AUDIT CALCULATION OF SELF-INSURANCE PREMIUM

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>REPORTED PAYROLL</u>	<u>AUDITED PAYROLL</u>	<u>RATE</u>	<u>AUDITED PREMIUM</u>
1624	Quarry	438,319	457,575	\$ 7.13	32,857
1624P	Quarry - Inmates / Prisoners	6,325	10,712	\$ 7.13	764
5101	Office Machine Installation	0	52,562	\$ 1.40	876
5508	Street & Roads	975,931	867,608	\$ 12.16	105,501
6217	Excavation-Landfill	189,081	375,559	\$ 9.12	34,260
6217P	Excavation-Landfill Equipment	14,782	0	\$ 9.12	0
7370	EMTs	0	66,599	\$ 10.94	7,291
7370V	Volunteer E.M.T.	161,000	158,000	\$ 10.94	17,285
7380	Driver NCC	0	51,497	\$ 5.34	3,007
7423	Aircraft/Helicopter Operation	90,187	110,177	\$ 4.59	5,057
7590	Garbage Works - Solid Waste	736,462	520,938	\$ 6.44	33,548
7704	Firemen-Civil Defense	84,228	48,045	\$ 6.02	2,892
7704V	Volunteer Firemen	303,000	340,000	\$ 6.02	20,468
7720	Police & Drivers	2,805,801	2,678,254	\$ 6.21	134,328
7720P	Police & Drivers-Prisoners	22,744	8,570	\$ 5.21	445
7720V	Volunteer/Reserve Deputies	10,300	6,000	\$ 5.21	313
8380	Automobile Garage	13,064	336,062	\$ 5.57	18,710
8380P	Automobile Garage-Prisoners	0	2,678	\$ 5.57	149
6720	Inspection of Risk-Risk Mgmt	0	4,338	\$ 1.66	72
8810	Clerical	3,123,245	3,436,089	\$ 0.46	13,744
8820	Attorneys & Staff-Solicitor	177,507	177,003	\$ 0.29	513
8831	Hospital Vet-Animal Control	0	64,682	\$ 2.56	1,668
8832	Physician & Staff (coroner)	27,030	0	\$ 0.45	0
9015	Buildings-NCC	191,078	218,308	\$ 5.63	12,208
9015P	Buildings - Prisoners	198,373	2,472	\$ 5.63	139
9102	Parks & Recreation	238,185	289,694	\$ 4.57	12,339
9403	Garbage Collection	0	21,354	\$ 6.80	1,479
9403P	Garbage Collection-Prisoners	0	5,034	\$ 6.90	707
9410	Municipal/County Employees	668,367	987,124	\$ 3.63	36,166

TOTALS:	10,344,651	11,208,660	497,673
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Experience Modification Factor	1.00	0
Modified Premium		497,673
Less P/V Discount	0.121	-60,216
P/V Assessment		437,455
Less Self-Insurance Discount	0.4221	-184,850
S/I Premium		252,605
Expense Constant		0
Total Audited Annual Self-Insurance Premium		252,605
Less 2000-2001 Paid Premium		-240,502

2000-2001 Additional Premium Due:	12,303
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